

1895-032 Chancery Cause: William Hall vs. Charles Short &  
Lee Co.

Pennington Gap Improvement Co.]

CA-Contract Dispute  
T-Property  
Migration



To the Hon. Wm. F. Miller, Judge of the Circuit Court of Lee County:

Humbly complaining, your orator, Wm. McHall, would respectfully represent unto your honor, that heretofore, to-wit, on the 28th. day ~~of~~ August, 1891, he bought of the Pennington's Gap Improvement Company, a corporation, a certain lot of land, lying and being in Lee County, Va., and in the town of Pennington Gap, and known on the plat and plan of the said town as lot number six, in block number twenty-six, and fronts on Oak-wood Avenue fifty feet and runs back two hundred feet; that he was to pay \$350.00 for the said lot, and ~~of~~ that sum he paid down \$116.67, and executed his notes for the residue payable in one and two years bearing interest from the date of purchase; that when he bought said land said Company executed to your orator a title bond for the title thereto; that soon after your orator bought said land he built on it a fair house, and then took possession of the same; that after living in on said lot for some time your orator sold said lot and all of its improvements to Charles and W. J. Short for the sum of \$ ; that there is still due your orator from the said Shorts the sum of \$350.00 evidenced by two notes, one signed by both ~~of~~ the said Shorts and for \$310.00 and due May 13th. 1894 and the other for \$40.00 and signed by the said Charles Short, <sup>only</sup> subject to a credit of \$25~~00~~, as of May 19th 1893; that he signed over to the said Shorts his title bond at the time he sold them the said lot, and put them in the possession of the same; that they have only paid your orator on the said notes the sum of \$25.00 as aforesaid; that some time after your orator sold the said lot to the said Shorts, they abandoned the same and it is now unoccupied; that they are now both residents of the State of Kentucky; that your orator still owes the said Pennington's Gap Improvement Company the said deferred payments on the said lot; that these deferred payments amount to \$235.33 with interest thereon from the 28th. day of August, 1891.

The premises considered your orator is advised that he has a lien on the said house and lot for his money yet due thereon, and that also the said Pennington's Gap Improvement Company has a lien on the same lot for the balance due it on the said lot, which is a prior lien



to that of your orator. There are no other liens than these two mentioned on the said lot. Now the prayer of your orator is that the said W. J. Short and Charles Short and the Pennington's Gap Improvement Company be made parties defendants to this bill of complaint, and that they be required to answer the same on oath fully and completely; that the said lot be decreed to be sold in order to discharge your orator's said debt against the said Shorts and the said Company, and that order of publication be made against the said defendants Charles and W.J.Short, and that all other and farther relief be granted to your orator that good conscience may require, and he will ever pray etc.etc. May Spa. issue etc.etc.

Pennington Bros. p.q.



Wm Mc Hall

vs. } Bill In Chancery  
Lehas, Shook & Co

1894 2<sup>nd</sup> September Rules bill  
filed / Sumo Executed  
by Decree nisi  
" 1<sup>st</sup> October Rules Decree  
nisi Confirmed and  
Cause set for hearing  
by Plaintiff.

Nov Term Decree  
Continued

1895 March Term Contd

" June Term Decree  
final see Chy  
Order Book Page  
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Plffs Costs C 6.36  
atty 15.00  
Estimated 5.00  
\$26.36



William McHall, et al Complainants,

vs.

In Chancery

Chas Short et al. Defendants.

This cause came on this day to be again heard upon the papers formerly read thereon and the report of Special Commissioner R.L.Pennington, appointed on yesterday to execute a deed to the land sold in this case and purchased by the Pennington Gap Improvement Co., and was argued by counsel. Upon consideration of which, and the said report of the said Commissioner Pennington being unexcepted to ~~the xxxxxxxxxxxxxxxx~~ ~~by xxxxxxxx~~, it is adjudged, ordered and decreed that the same be and is hereby confirmed, and that for the said Penningtons services the said Pennington Gap Improvement ~~xx~~ shall pay to the said Pennington the sum of \$5.00, upon the payment of which and not before the ~~said~~ clerk of our said court shall deliver to the said Pennington Gap Improvement co. the said deed. And therebeing nothing furthur to be done in the said cause the same is stricken from the docket.



J<sup>m</sup> W<sup>m</sup> Hall et al

vs. J<sup>r</sup> Deane Jones

Chas Stark et al.

Recorded in  
Chancery Order  
Book  
Page 206

Under this power  
7<sup>th</sup> 1895  
M L M



Wm. M. Hall Compt.

vs.

Chas. Shook et al

In Chanc

This cause came on again to be heard upon the papers formerly read therein and the report of sale made by Commr. W. H. Pennington, on & filed in said cause on the 10<sup>th</sup> day of May, 1895, and was argued by Counsel. On consideration of all which and there being no exceptions to said report & sale, it is adjudged, ordered and decreed that <sup>they</sup> be and are hereby confirmed unto the Pennington Gap Improvement Company; and it appearing that the sale money, outside of the costs of suit which has been paid by said Company, is all and that it is entitled to a deed to lot it bought going to said Company, it is further adjudged, ordered and decreed that R. L. Pennington who is hereby appointed a special Commr. for the purpose well as soon as practicable, with covenants of special warranty, make to said Pennington's Gap Improvement Co. a deed to the <sup>mentioned</sup> lot of land and premises in said cause, conveying all the interest both legal and equitable



Wm M. Hall

vs. Green

Chas. Shook & al

O. B.

Page 202.

Enter this  
June 6<sup>th</sup> 1895.  
M. J. M.

which said plaintiff and defendants,  
Chas. & H. J. Shook, <sup>or either of them</sup> may have in  
and to the said lot of land; and  
he will report his action to a fu-  
ture day of this term of the  
Court, until which time this  
cause is continued.



Wm McHall Complt.

vs.

Charles Short et al Defs.

In Chancery

This Cause came on this day to be heard upon the bill of the Complainant, and exhibits filed therewith. On consideration of all which and ~~for reasons~~ <sup>it</sup> appearing to the Court, that process has been only served on the Defendants, Chas. and Wm. J. Short, and accepted as to the Def. Pennington Gap Improvement Company, and they each failing to appear and plead, on Motion of said Complainant his said Bill is taken for confessed. And thereupon it is adjudged, ordered and decreed that the Pennington Gap Improvement Company recover from the said Wm. McHall the sum of \$233.33 with legal interest thereon from the 28th day of August 1891 till paid, and which sum of money the Court doth adjudge to be a first and <sup>lien</sup> ~~priority~~ <sup>lien</sup> on the lot of land in said bill mentioned; and that the said Wm. McHall recover from the said Wm. J. and Charles Short the sum of \$310.00 with legal interest thereon from the 13th day of May, 1894 till paid and the Costs of



this suit; and that the said H<sup>on</sup>. M<sup>rs</sup>.  
Hall recover from the said Charles  
Short the sum of \$40<sup>00</sup> with legal  
interest thereon from the 23<sup>rd</sup> day of  
December, 1893, till paid, subject  
to a credit of \$25<sup>00</sup> as of May  
19<sup>th</sup> 1894, which last two sums  
of money the Court doth ad-  
judge to be a second lien on  
the lot of land in said Cause  
mentioned. And it is further  
adjudged, ordered, and decreed that  
unless said Hall shall pay to the  
said Pennington Gap Improvement  
Company said sum of money and its  
interest, and that said Short shall  
pay to said Hall said sum of  
money & interest decreed to him  
as aforesaid, and the Costs of  
this suit ~~that~~ within 30 days from  
this day, then E. W. Pennington, who  
is hereby appointed a special  
Commissioner for the purpose, after  
advertising the time and terms and  
place of sale for 30 days at the  
front door of the Court House  
of Lin County, and at the Post  
Office in the Town of Pennington  
Gap, Lin Co., Va., and at such other  
places as he may think proper by  
posting written or printed advertise-  
ments, at public outcry, to the



best and highest bidder offer the  
house and lot in said bill and  
proceedings mentioned for sale  
He shall at such sale require  
of the purchaser \$100<sup>00</sup> Cash and  
a sum sufficient to pay the costs  
of suit and commissions of sale to be  
paid down to him, and the residue  
on a credit of ~~six~~ <sup>four</sup> twelve ~~months~~  
~~months~~ <sup>four</sup> months time; for which  
deferred payments he will take bonds  
bearing interest from date of sale  
and with approved personal se-  
curity payable to himself, which  
sums of money he will when due  
collect and pay over to the  
said Company first and then to  
said Hare their respective said  
debts and interest, and the resi-  
due if any thing he will pay to the  
said Chas. Short. But before  
the said Pennington shall undertake  
to execute the terms of this decree  
he will execute bond before the  
clerk of this Court in a penalty of  
\$1000<sup>00</sup> Conditioned as the law  
requires in such cases. And  
he will report his action to Court,  
until which time this Cause is con-  
tinued.



Wm M<sup>d</sup> Hall

vs { decree No. 1

Leas. & Wm J. Short et al

Entered in by  
Order Book

Page 98

Enter this

Nov 1894

M. L. M.



To the Hon Wm J. Miller, Judge of the  
Circuit Court for Lee County.

Whereas on the 6<sup>th</sup> day of  
June, in an order entered in the  
case of Wm M. Hall and other vs.  
Chas Stark the undersigned was  
appointed as special Commissioner  
to convey a tract of land sold by  
E. H. Pennington Commissioner in the  
said case, & bid in by the Pennington  
Gap Imp Co. to the said Company.  
In pursuance of the said order  
your Commissioner appointed as  
of said has executed & acknowledged  
get the said deed, which he here  
exhibits with this report, all  
of which is respectfully submitted  
Robt L. Pennington.



Wm M Hall & a

St. Louis's Report

Chas. Short. & al.



Wm. McHail

Plaintiff

vs.

In Chancery.

Chas Short et als.

Defects.

To the Hon. W. T. Miller, Judge of the Circuit Court of Lee County:-

The undersigned, who was on the \_\_\_\_\_ day of November, 1894, in the above styled cause by an order entered therein appointed a commissioner for the purpose of selling the real estate mentioned therein, begs leave to report that after advertising the time, terms and place of sale as required by the said decree, did offer the said real estate for sale at the front door of the Court-house of Lee County on the \_\_\_\_\_ day of January, 1895, (that day being a Court day) at public outcry and to the highest and best bidder, and on the terms mentioned in the said decree; but at the solicitation and request of the said plaintiff in said cause, and because there were no bidders present who would give any thing like the real worth of the said property, your commissioner postponed the sale thereof until April, 15th., 1895, which day was the first day of the April Term of the County Court of Lee County; that on that day, to-wit, on the 15th. day of April, 1895, at about 12 o'clock, noon of that day, at the front door of the said Court-house, in the presence of a large crowd of people, your commissioner, again offered the said real estate for sale on the terms mentioned in the said decree, to the highest and best bidder. And after considerable crying, the same was knocked off to the Pennington's Gap Improvement Company, at the price of \$327.00, which bid was the highest and best bid. This sum was only a sum sufficient to pay the costs of suit, the commissions of sale and the amount of money due from said Hall to the said purchaser, who had a vendor's lien on the said land, or real estate for the sum of \$233.33 with legal interest thereon from the 28th. day of August, 1891. The said purchaser paid to your commissioner the sum of \$41.86, the costs and commissions of sale, which sum I have yet in my hand subject to the orders of your honor. The residue of the purchase money would be going to the said Company, and as it was the purchaser, I did not require it pay any thing down, or execute any notes for the deferred payments. This sum of money is very low for said property, but your commissioner does not know of any probability of it being sold for more in the event it was directed to be again resold. If said plaintiff could pay to the said Company, its said debt and the costs of this suit, it would be money for him to do so. But he tells me that he does not know of any probability of him doing so. All which is respectfully submitted, this the 8th. day of May, 1895.

*W. W. Pennington*  
Special Commissioner



Received of E W Pennington Comr. in the  
within Cause \$708 Seven dollars & Eight cents  
The amount in full of my fees in this Cause  
this the 13<sup>th</sup> day June 1895.

A B Munsey Clerk

Rec'd. of E. W. Pennington Comr. in this Cause  
fifteen dollars atty. fee taxed in this Cause  
this June 13/95.

Pennington Bros.  
attys

Retained for commission on sale \$10.00

E. W. Pennington, Comr.

Wm W. J. Hall

vs  
Report of sale

Libra. Short & al

Filed May 10<sup>th</sup> 1895.

A. B. Munsey  
Clerk



COMMISSIONER'S SALE OF LAND

Pursuant to a decree entered in the Chancery cause of  
Mr. McCall vs. Charles Short et al at the November term of the Cir-  
cuit Court of Lee County, I the undersigned, as special commissioner,  
on Monday, the 21st day of January, 1886, at the front door of the  
Court-house of Lee County, at public outcry, and to the best and high-  
est bidder, will offer for sale the lot of land and improvements there-  
on, in the bill and proceedings mentioned, and known as lot No. 2 in  
block No. 28, in the town of Fannington Geo. Va. and is the same lot  
on which said McCall built a house, and adjoining the lot belonging to  
J. B. Fannington in the said town.

TERMS OF SALE:- The purchaser will be required to pay  
down the sum of \$100.00 and a sum sufficient to pay the costs of the  
said suit and commissions of sale, and the residue, with interest from  
date of sale, due and payable in two equal installments in one and  
two years. The purchaser will also have to execute good security for  
the said deferred payments. The costs and commissions of sale will  
amount to about \$15.00

Any one wishing to buy town property can get a bargain  
in this lot. It is 20 x 100 feet and has a good two story house on it.  
This the 1st day of December, 1885.

J. B. Fannington,

Special Commissioner

Witness:-

J. A. B. Murray, clerk of the Circuit Court of Lee County, do  
hereby certify that J. B. Fannington has given the bond required of  
him to be given. This the 11th day of December, 1885.





By Dec 28/93

after date 2

promise to pay to the order of

~~E. W. BENNINGTON~~

Wm McHall forty

Dollars and

cents for value received, and as to this debt

2

hereby waive the benefit of

any

Homestead Exemptions.

Witness

my

hand and seal.

this the

13

day of

May

1893.

Charles J. Short

(SEAL.)

(SEAL.)



Credit the within note \$20 dollar  
this May the 19th 1893

Credit the within note \$5.00 dollars  
May 14/1893



\$310<sup>00</sup>

May 13<sup>th</sup> 1813

One year after date  
we promise to pay Thurs<sup>d</sup>  
Hall & his sundries and  
ten dollars, for purchase  
on Lot And as to the  
payment of this debt we  
hereby waive the benefit  
of the Homestead Law.

Witness our hands & seals

Witnessed by  
E. H. Pennington  
W. N. Barrow

Chas<sup>h</sup> Short  
J. J. Short  
Seal  
Seal



1895-	12	3
1891	4	15
	8	28
<hr/>	<hr/>	<hr/>
3	7	17

233.33

$$\begin{array}{r} \cancel{14.0000} \\ 3 \end{array}$$

1.17

$$\begin{array}{r} \cancel{42} \\ 8.19 \\ .58 \end{array}$$

233.33  
57.77

$$\cancel{51.77}$$

$$\begin{array}{r} \cancel{285.10} \\ 26.36 \end{array}$$

$$\begin{array}{r} 26.36 \\ 15.50 \\ \hline 41.86 \end{array}$$

$$\begin{array}{r} \cancel{311.46} \\ 15.50 \end{array}$$

$$\begin{array}{r} \cancel{327.03} \end{array}$$

327.  
41.86

$$\begin{array}{r} \cancel{285.14} \end{array}$$







\$ 116.32

Pennington's Gap, Lee Co., Va., Aug 28<sup>th</sup> 1891

One year

after date, with interest from date, I

promise to pay to the order of Pennington's Gap Improvement Company

One Hundred and Sixteen & 32/100

DOLLARS,

negotiable and payable at Company's office, being the 1<sup>st</sup>

deferred installment of the purchase price of Lot No. 5, in Block No. 26,

Plat No. 3, of the town of Pennington's Gap, and I hereby waive the benefit of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

William McHall

Due Aug 28 1892

Address,



\$ 116.33

Pennington's Gap, Lee Co., Va., Aug 28<sup>th</sup> 1891

Two years after date, with interest from date, I

promise to pay to the order of Pennington's Gap Improvement Company

One Hundred & Sixteen and  $\frac{33}{100}$  DOLLARS,

negotiable and payable at Company's office, being the 2<sup>nd</sup>

deferred installment of the purchase price of Lot No. 5, in Block No. 26,

Plat No. 3, of the town of Pennington's Gap, and I hereby waive the benefit of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

William Mc. Hall

Due Aug 28 1893.

Address,



The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

*Chas. Skunk, W. J. Skunk*  
*The Pennington Gas Turb. Co. a corpor-*  
*ation organized and existing under*  
*the laws of the state of Va.*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said

Court on the *24<sup>th</sup>* Monday in *September*, 189*7*, to answer a bill in Chancery,

exhibited against *you* in our said court by *Wm. M. Hall.*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

*27-* day of *July*, 189*7*, and in the 11<sup>*th*</sup> year of the

Commonwealth.

*A. B. Munsey* Clerk.  
*by S. V. F. Richmond DC*



Kentucky

Harlan County, to wit:

This day *W. H. Hall* personally appeared before me, a notary public in and for the county and State aforesaid, and made oath that he, on the *13<sup>th</sup>* day of August, 1894, did deliver a true copy of the within summons to each W. J. Short and to Charles Short. Given under my hand and seal this the *13<sup>th</sup>* day of August, 1894.

*L. S. Ward* Notary Public

Circuit Court.

To *2<sup>nd</sup> Sept 1894* Rules,

*Punnett & Co. Trustees*

*vs. Short*

VS.  
IN CHANCERY.

*Wm. M. Hall*

*L. W. Punnett, Gen. Manager, for the said  
Punnett Gap Improvement Company,  
says & hereby accept legal service  
of the within summons, this August  
18<sup>th</sup> 1894*

*L. W. Punnett  
Gen. Manager of  
said Company*



C 6.36  
 atty 15.00  
 Estimate 5.00  
 \$26.36

Mr. M. H. Hall.

vs. } Bice & Lechman

Chas Short et al

Bid by P. G. L. Co.

for #327  
 April 15th 1895  
 B. H. P.

C \$6.36  
 15.00  
 Estimate 5.00  
 \$26.36

15.00  
 7.08  
 22.08  
 15.00  
 37.08

50841  
 21181  
 81481